

(3)

(6) It is the intention of the Partners that if sufficient cash reserves are or will be available to provide for the reasonably contemplated expenses of the Partnership, arrangements shall be made, subject to majority agreement of the Partners, for periodic cash withdrawals more frequent than the annual withdrawals referred to above.

ARTICLE VI

PROFITS AND LOSSES

(1) There shall be allocated equally to the Partners all of the net profit and/or loss of the Partnership.

ARTICLE VII

MANAGEMENT: DUTIES AND RESTRICTIONS

(1) Each Partner shall participate in the management of the Partnership business. Any two partners are specifically authorized to execute deeds. The signature of two Partners shall be required to execute notes, mortgages and other instruments of indebtedness and/or hypothecation on behalf of the Partnership. All Partners are authorized and empowered to determine all questions relating to the conduct of the Partnership's ordinary business, and such determination, (excepting, however, the determination of the fractional interest of any Partner in the capital, net profits, or net losses of the Partnership, or of his claims against the Partnership, or of its claims against him) shall be binding on all Partners. Without limiting the generality of the foregoing, no Partner, without the written consent of a majority of the Partners, may commit any of the following acts with respect to the Partnership, its business, or assets:

(a) Assign, transfer, pledge, compromise, discharge or release any of its claims or debts, without payment in full, or arbitrate or consent to the arbitration of, any of its disputes or controversies.

(b) Make, execute and deliver any assignment for the benefit of creditors, or any bond, confession of judgment, security agreement, deed, guaranty indemnity bond, surety bond, or contract to sell, or contract of sale of, its entire (or substantially all of its) property, or any other contract, under seal, whether similar or dissimilar to any of the foregoing.

(c) Purchase, sell, mortgage or otherwise create, a lien upon any real estate, or any interest therein, or enter into any contract for any such purpose.

(d) Borrow or loan money, or make, execute, deliver, accept, or endorse, any commercial paper, or use the credit, money, or other property of the Partnership, except for the ordinary purposes of the Partnership and in the ordinary course of business.

(e) Hire, or agree to hire, any person or persons for a definite period in excess of two weeks, or discharge any person or persons who shall have been hired for a definite period in excess of two weeks.

ARTICLE VIII

ADMISSION OF NEW PARTNERS

New Partners may be admitted at such times and under such terms and conditions as a majority in interest of the present Partners shall determine.

ARTICLE IX

VOLUNTARY DISSOLUTION

(1) The Partnership may be dissolved by any Partner. Upon voluntary dissolution, the Partnership may immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during liquidation in the same proportions as before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows: